

Sioux City

Sioux City Policemen's Assn.

7/1/2003 6/30/2007

**AGREEMENT**  
**BETWEEN THE CITY OF SIOUX CITY**  
**AND**  
**THE SIOUX CITY POLICE OFFICER'S ASSOCIATION**  
**JULY 1, 2003 - JUNE 30, 2007**



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AND  
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**July 1, 2003 - June 30, 2007**

Resolution: 2003-000290  
Passed and approved: April 7, 2003

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**2003 - 2007  
AGREEMENT  
BETWEEN THE CITY OF SIOUX CITY  
AND  
THE SIOUX CITY POLICE OFFICER'S ASSOCIATION**

**POLICY**

This Agreement entered into by the City of Sioux City, Iowa, hereinafter referred to as the "City" and the Sioux City Police Officer's Association, hereinafter referred to as the "Association" has as its purpose the promotion of harmonious and cooperative relations between the City and the Association.

**ARTICLE I**

**RECOGNITION**

- 1.01** Pursuant to and in accordance with Section 16 of the "Public Employment Relations Act of 1974" of the State of Iowa hereinafter referred to as the "Act" and in recognition of the Public Employment Relations Board's certification dated May 3, 1976, as amended, of said Sioux City Police Officer's Association, the City does hereby recognize the Association as the exclusive bargaining representative for all uniformed members of the Sioux City Police Officer's Department including Police Officers and Police Sergeants, but excluding the Police Chief, Assistant Police Chiefs, Police Captains and Police Lieutenants. The personnel in the above positions covered by this agreement are hereinafter collectively referred to as "employee(s)."

**ARTICLE II**

**ASSOCIATION-MANAGEMENT RELATIONS**

- 2.01** All formal negotiations or bargaining with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Association and such authorized representatives of the City.
- 2.02** Agreements reached as a result of such negotiations shall become effective only when signed by the authorized representatives of the parties.
- 2.03** **Complete Agreement:** The Association and the City acknowledge that during the consultations which resulted in this Agreement, each party had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of negotiation and that the understandings and agreements arrived at between parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the duration of this Agreement and any extensions thereof, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to confer and consult with respect to any subject or matter specifically referred to or covered in this Agreement even though such subject of matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they consulted or signed this Agreement. This Article is not intended to prohibit discussion between the City and the Association on changes in existing practices and changes affected by either the Legislature or Courts during the term of this Agreement.

  
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**2.04 Management Rights:** The Association recognizes that except to the extent abridged by specific provisions of this Agreement, the City reserves and retains all of its rights to manage its own affairs. The rights of Management which are not abridged by this Agreement shall include, but are not limited to, its right to determine the services and level of services to be offered by the City Council of the City of Sioux City, Iowa, to establish or continue policies, practices and procedures for the conduct of the operation of the City and from time to time to change or abolish such policies, practices or procedures, the right to determine and from time to time to re-determine the types of operations, methods and processes to be employed, to discontinue processes or operations or to discontinue their performance by employees of the City, to determine the number and types of employees required, to assign work to such employees in accordance with requirements determined by the employer, to establish and change work schedules and assignments, to schedule and assign overtime as determined necessary, to transfer, promote or demote employees, or lay off, terminate or otherwise relieve employees for lack of work or other legitimate reasons, to determine the fact of lack of work, to discipline for cause, and otherwise to take such measures as the employer may determine to be necessary for orderly and efficient operation of the public service. The management rights set forth in this Article may be exercised by either the City Manager or the Chief of Police.

### **ARTICLE III**

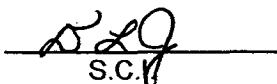
#### **ASSOCIATION REPRESENTATION**

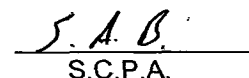
**3.01** The Association and the City agree that up to four (4) designated Association representatives may be released with pay during regular working hours for negotiations with the City, except that no payment will be made for negotiation time outside of the Representative's normal work day. The Police Chief and the Human Resources Manager shall be notified in writing of the names of the Association Representatives upon such designation and prior to the opening of negotiations.

**3.02 Association Representatives:**

- a. To provide employees with reasonable access to Association representation, the Association may appoint certain employees to serve in the capacity of Association Representatives. Said Representatives may receive, investigate and process grievances of employees. When the nature of the grievance requires immediate action, i.e., irreparable harm to an employee, Representatives may be permitted to leave their regular work area upon authorization of their supervisors or the officer in charge. If the workload is such that the request is denied, the supervisor or officer in charge shall immediately make arrangements to notify an Association Officer of the need for an Association Representative.
- b. Prior to entering a work area for the purpose of investigating a grievance, the Representative shall obtain permission to do so from the supervisor or officer in charge. Such permission shall not be unreasonably denied.
- c. Representatives shall suffer no loss of their regular pay for the normal work shift when properly excused by the supervisor.

However, such time spent investigating grievances shall be kept reasonable and commensurate with the circumstances with the matter at issue. Normally, such time will not exceed one-half (½) hour and will require the attention of only one (1) Representative.

  
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- d. The total number of Representatives shall not exceed nine (9) and shall be designated by the Association.
- e. The names of all Representatives shall be transmitted in writing to the Police Chief and the Human Resources Manager. Association Representatives may not act in the capacity until the above notifications have been made. Accordingly, all changes in designated Representatives must be reported promptly.

## ARTICLE IV

### SAFETY

#### 4.01

- a. Whenever an employee believes he has been assigned to use a piece of equipment which is unsafe for its intended use, he shall immediately report the same to his shift commander. If the shift commander determines the equipment is safe for its intended use, the employee may submit the question to the Municipal Building Safety Committee who shall make an independent determination. The Committee shall meet within five days of submission of the question to it and shall render its decision within ten days of its meeting on the question. In the event the Committee determines the piece of equipment is not safe, no employee shall be required to use the same until necessary repairs have been completed. If the Committee determines the equipment safe, its use shall be continued.
- b. A Municipal Building Safety Committee shall be established composed of two (2) representatives selected by the Association, two (2) representatives selected by the City and one (1) neutral member selected by the others. The Association, City, and neutral shall have one (1) vote each. One (1) representative from the Association and the City, and the neutral shall constitute a quorum.

Each Association and City representative shall have two (2) alternates. The Police Chief shall convene the Committee when required by this Article.

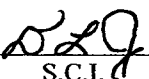
4.02 The Municipal Building Safety Committee shall be authorized to make recommendations to the Police Chief with regard to the adequacy of the items of equipment used by the employees.

4.03 Any physical examination which employees are required by the City to take shall be paid for by the City.

## ARTICLE V

### HOURS OF WORK

5.01 A workday shall be defined as eight (8) hours, including a half-hour (½) paid lunch period. Fifteen (15) minute rest periods shall be granted to employees during the first half of the workday and during the second half of the workday consistent with work schedules. When an employee works or is scheduled to work for a minimum of two (2) hours beyond the end of his or her normal shift, the employee shall be granted one paid fifteen (15) minute rest period consistent with work schedules.

  
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**5.02** A workweek shall be defined as an average during a twelve (12) month period of forty (40) hours per week.

**5.03** Work schedules shall be established and posted a minimum of fourteen (14) days prior to their effective date. Said schedule shall be posted by the Police Chief or his designated representative. Posted work schedules may be changed only with eighty-eight (88) hours notice unless the employees involved voluntarily agree to the change.

Whenever in the judgment of the Police Chief, additional personnel is required, necessitating a work schedule change for which an eighty-eight (88) hour notice cannot be given, employees shall be paid at the rate of time and one-half (1½) for hours worked outside of their scheduled workday.

## **ARTICLE VI**

### **OVERTIME**

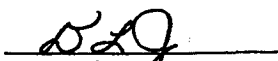
**6.01** All employees who are required to work in excess of their workday, shall be eligible for overtime pay and shall be compensated for hours worked in excess of their workday at the rate of one and one-half (1½) the hourly equivalent of their base pay rate for all hours worked in excess of the workday. When employees are required to work a scheduled day off, the employees shall be paid at the rate of one and one-half (1½) the hourly equivalent of their base pay rate for all hours worked.

When an employee is scheduled to work on one (1) of the nine (9) holidays specified in Section 11.02, employees shall be paid for all hours worked on the holiday at one and one-half (1½) times the hourly equivalent of their base pay rate. Employees who are called in to work on a recognized holiday shall be paid two and one half times their regular rate of pay for all hours worked on the holiday.

**6.02** Employees shall be entitled to one hundred sixteen (116) off days per calendar year which shall include the twelve (12) holidays set forth in Section 11.02, supra. Employees who do not receive the specified number of off days within a calendar year shall be paid at the rate of one and one-half (1½) the hourly equivalent of their base pay rate for each hour worked on lost off days.

**6.03** The following provision will be in effect from July 1, 2003 through June 30, 2005, and thereafter will revert to the previous provision unless extended by written mutual agreement of the parties.

When requested by an employee and when authorized by the Police Chief or his designated representative, time off at the rate of one and one-half (1½) the over-time hours worked by an employee may be granted in order to compensate for and in lieu of overtime payment. An employee shall be permitted to accrue and carry over up to ninety (90) hours of compensatory time. Upon authorization of the Police Chief, an employee shall be permitted to accrue and carry over compensatory time in excess of sixty (60) hours. Use of time shall be subject to the authorization of the Police Chief, but shall not be arbitrarily or capriciously denied. An employee may convert any unused accrued compensatory time to paid overtime for the pay period in which December 1 falls of each calendar year and the pay period in which June 1 falls of each calendar year. An employee shall be required to convert any compensatory time in excess of sixty (60) hours to overtime pay during the pay period of June 1 and December 1 each calendar year.

  
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## ARTICLE VII

### **COMPENSATION**

**7.01 Salary:** The biweekly salary rate for positions covered by this Agreement shall be determined as set forth in Appendix "A" of this Agreement.

**7.02 Paydays:** The City shall pay for employee services on a biweekly basis with payday being the Friday following the end of each biweekly pay period. If the payday falls on a holiday, payment shall be made on the preceding regular workday. Payment, exclusive of deductions, shall be by direct deposit to the financial institution designated by the employee.

**7.03 Allowances:**

- a. Salary compensation shall not be considered to include allowances for travel, meals, lodging, and tuitions or registration fees which shall be paid by the City when authorized and approved by the City Manager.
- b. When expenses incurred for travel, lodging, tuition or registration are approved by the Police Chief and the City Manager, employees shall be reimbursed for actual expenses incurred. In addition, employees shall be allowed a food allowance not to exceed \$20.00 for each day they are authorized to be and are away from the City. Upon return, said employee shall file a statement of expenses including receipts for meals and lodging with the Chief.

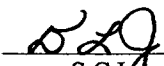
**7.04 Special Fees:** Total compensation and other authorized allowances shall be made in lieu of any special fees or compensation which an employee or officer may be authorized by law to collect. Such fees or other compensation shall be paid to the City Treasurer in full, as required by the Finance Director.

**7.05 Shift Differential:**

- a. A shift differential of fifty (\$.50) cents per hour will be paid all employees who are assigned to work the eight (8) hours between 2:30 p.m. and 10:30 p.m. or any part thereof.
- b. A shift differential of fifty (\$.50) cents per hour will be paid all employees who are assigned to work the eight (8) hours between 10:30 p.m. and 6:30 a.m. or any part thereof.

**7.06 Temporary Assignment:**

- a. Where a vacancy exists, any employee temporarily filling said vacancy in a position of higher grade for five (5) days or more, excluding days off and holidays, shall receive five (5%) percent above their regular hourly rate of pay retroactive to the first day.
- b. For purposes of this section, the term "vacancy" shall mean an absence created by death, termination of employment, resignation, or leave of absence recognized under the provisions of the contract (sick leave, injury leave, vacation leave, military leave, jury leave, compensatory time leave, and holiday time). The term "vacancy" shall also include absences of five days or more due to training, and temporary assignments which result in a shift change for the officer assigned. Temporary vacancies (other than

  
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a Lieutenant vacancy assigned as Accreditation Manager) will be filled and will be filled by an employee selected at the discretion of the Chief of Police. Nothing in this provision is intended to alter the terms or present application of the temporary assignment provision as interpreted by Arbitrator Ron Hoh in Case No. 82-GA-136. The filling of a position in accordance with this temporary assignment provision shall not create a vacancy unless provided above.

**7.07 Reporting Pay:** Employees who report for work at a regularly scheduled time in a regular workday and are sent home by their supervisor because the work cannot be performed shall receive a minimum of four (4) hours pay.

**7.08 Call-back Time:** Employees who are recalled to work after the completion of their regular workday by a superior shall receive a minimum of two (2) hours pay.

**7.09 Longevity Pay:** Longevity pay shall be \$28.00 per month (\$12.92 per biweekly pay period) for every five (5) years of continuous service. Employees who have performed satisfactory continuous service for five (5) years shall be eligible for longevity pay at the beginning of the next biweekly pay period immediately following the completion of the required five (5) years of service.

Continuous service shall be terminated by resignation, dismissal, or retirement. Former employees subsequently reappointed shall not be given longevity pay for service prior to said termination.

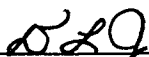
**7.10 Witness Pay:** Any employees who are required by the City, the State of Iowa or the Federal Government to testify as witnesses in any case before the Associate District Court of Woodbury County, the Woodbury County District Court or the United States Federal District Court, at any times other than their regular hours of employment, shall receive overtime at time and one-half (1½) for the hours in court or waiting to testify. A minimum of two (2) hours of such overtime shall be paid for such instances with the exception that an officer called to testify within one (1) hour of his regular reporting time will receive one (1) hour overtime.

**7.11 Retirement Severance Pay:** Any employee who retires and immediately upon such retirement becomes eligible for regular retirement benefits under the provisions of the Police Retirement System, or resigns as a vested member under the provisions of the Police Retirement System, shall receive retirement severance pay at the rate of three (3) days pay for each full twelve (12) month's service with the City at the time of retirement or resignation.

Computation of such retirement severance pay shall be on the basis of the employee's regular rate of pay at the time of termination, including longevity pay.

**7.12 Field Training Officer Pay:** Officers who are assigned field training duties shall receive additional compensation consisting of ten per cent of their hourly rate of pay for each hour that they perform field training duties.

Field training duties as related to this section of the contract shall be defined as those specific normal duty days or hours during which the Field Training Officer is specifically assigned the direct and immediate responsibility for the training and supervision of a specific probationary officer during that probationary officer's Field Training Program. It does not include meetings or other secondary or ancillary activities related to the Field Training Program occurring outside of those periods as defined above, as those activities shall be covered under normal or overtime pay as otherwise provided in this contract.

  
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**7.13 K-9 Officer Pay:** Any employee who is assigned K-9 duties shall receive additional compensation of \$2,464.00 per year effective 6/28/2003 to perform scheduled K-9 duties and to maintain and care for the dog outside normal work hours. This applies to those handlers who have primary care of the dog at their residence. The amount of compensation received shall be adjusted to reflect the negotiated percentage increase in salary, and shall be paid out in equal installments consistent with the City's biweekly pay plan.

**7.14 Deferred Compensation:** If an employee contributes to the City of Sioux City's Deferred Compensation Plan and Trust (I.R.C. Sec. 457), the City will make a matching contribution up to the limit stated below. The City's matching contribution shall be made at the same time and in the same manner as the employee's contribution.

Paydays from:	July 1, 2003 to June 30, 2004	0.25% of Base Salary
	July 1, 2004 to June 30, 2005	0.50% of Base Salary
	July 1, 2005 to June 30, 2006	0.75% of Base Salary
	July 1, 2006 to June 30, 2007	1.00% of Base Salary

## **ARTICLE VIII**

### **INSURANCE**

**8.01 Hospital-Medical/Surgical and Dental Insurance:** The City will make available a health insurance plan agreed upon by the Association and the City for employees covered by this contract, modified as follows:

a. The deductible shall be changed to:

	<u>In Network</u>	<u>Out-of-Network</u>
Employee	\$150.00	\$200.00
Employee + 1	\$250.00	\$300.00
Family	\$350.00	\$400.00

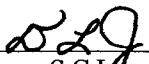
b. Co-Insurance shall be changed to:

<u>In Network</u>	<u>Out-of-Network</u>
90%/10%	75%/25%

c. The Office Visit co-payment shall be changed to \$15.00 and the co-payment shall not be applicable to the employee's deductible or out-of-pocket obligations.

d. The maximum out-of-pocket shall be changed to:

	<u>In Network</u>	<u>Out-of-Network</u>
Employee	\$300.00	\$ 750.00
Employee + 1	\$500.00	\$1,100.00
Family	\$700.00	\$1,400.00

  
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Generic	\$ 5.00
Brand Name Formulary	\$15.00
Brand Name Non-Formulary	\$25.00

90-day prescription drug refill for 2 co-payments.

- g. Premium Payments: The total monthly premium for participating employees shall be paid in the following manner.
- (1) The City of Sioux City will pay the premium for the employee's (single) coverage.
  - (2) The employee is permitted to add his/her family to the above insurance program. The City will pay 100 percent per month of the premium for spouse and dependent coverage during the period of July 1, 2003 through June 30, 2007.
- h. Effective Date of Coverage: New employees are eligible to apply for group insurance coverage on the 15th day following their date of employment and the plan will become effective the first day of the next month after such application.

Example:      Date of employment - September 15th  
                  Date of application - September 30th                      (within fifteen (15) days of  
                  employment)  
                  Effective date of coverage - October 1st

Adherence to the above rules will provide coverage without health questions or a medical examination for the employees as well as dependents.

- i. Termination of Insurance: Whenever a covered employee ceases employment with the City or when the Group Insurance Plan is discontinued or whenever the employee enters military service, his Group Insurance Plan terminates. The insurance for dependents also terminates when the employee ceases to be eligible for coverage or when that dependent ceases to be eligible as a dependent or when said employee withdraws the authorization for insurance deduction. Employees who retire in accordance with the provisions of Chapter 411 of the Code of Iowa shall have the right to convert to a group plan for retirees in accordance with the terms of the policy between the group and its insurance carrier.
- j. Coordination of Benefits: When an employee is covered by more than one group insurance plan, the benefits payable under the City's plan may be reduced so that the combined total amount of benefits payable by all companies for hospital and medical benefits does not exceed the covered expenses incurred.
- k. Coverage on Leave of Absence Without Pay: An employee can elect to continue coverage while on leave of absence without pay. However, when the leave is in excess of thirty (30) consecutive calendar days, the employee shall pay the total premium cost for the remainder of the period or as otherwise specified in the Group Insurance Plan which is in effect.

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**8.02 Life Insurance:** The City of Sioux City will provide all employees with coverage of a \$15,000 individual group life insurance policy with an accidental death double indemnity feature with the City paying the full 100 percent of the premium.

The employee has the option to purchase an additional like amount of insurance coverage with an accidental death double indemnity feature through payroll deduction.

## ARTICLE IX

### **PERSONNEL RECORDS**

**9.01 Employee Access:** Each employee shall, during normal business hours of the Human Resources Department and the Police Chief's Office, have the right of access to his/her own personnel file.

**9.02 Copies:** Each employee may have up to ten (10) pages of any information, which may be contained in the employee's files, copied at the City's expense. Additional copies may be obtained at the employee's expense. No originals or materials contained in a personnel file shall be removed for any purpose, except with the written permission of the employee.

**9.03 Employee Statement:** If, upon examination of the files, an employee objects to material in the files, he/she may furnish a statement to be included with the material in question. Such statement shall be retained with the file as long as the subject matter of the dispute remains in the file.


**9.04 Information Contained in File:**

- a. Dispositions Not in File: Personnel investigations that result in "exonerated," "unfounded" or "not sustained" dispositions shall not be made a part of the employee's personnel file.
- b. Oral Reprimands: Upon the request of the employee, an oral reprimand which is reduced to writing shall be removed from the employee's personnel file upon the expiration of three (3) years from the date of issuance, provided there has been no reoccurrence of the problem which was the basis for the reprimand. A copy of the oral reprimand will be maintained by the Human Resources Department, but it shall not constitute an official record in the employee's file, and can only be released or reviewed in cases involving claims or complaints against the City or the affected employee.

**9.05 Performance Evaluations:**

- a. Required Evaluations: Officers will be evaluated annually but not more than twice in a calendar year.
- b. Evaluation Conference: A conference regarding the evaluation shall be held between the Police Officer and the evaluator following the completion of the written evaluation. A copy signed by both parties shall be given to the employee.
- c. Employee Response: All evaluation reports shall be placed in the Police Officer's official personnel file. The employee has the right to respond to the evaluation report, and such response shall become part of the evaluation report.

  
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- d. Evaluation Form and Criteria: The form and criteria of the evaluation shall be mutually agreed to by the City and the Union. Impasse on any issue will be resolved by arbitration or other mutually agreed to procedures.
- e. Right To Grieve: The substance of an evaluation shall be subject to the grievance procedure. The evaluation will be sustained unless the employee demonstrates that it is arbitrary or capricious.

## ARTICLE X

### **GRIEVANCE PROCEDURE**

**10.01 Definition:** A grievance shall be defined as a dispute or disagreement raised by an employee or the Association against the City involving the interpretation or application of the specific provisions of this Agreement. It is specifically understood that any matters governed by Civil Service Commission rules or Civil Service statutory provisions shall not be considered grievances and shall not be subject to the grievance procedure set forth herein. Further, any disciplinary actions which may be appealed to the Civil Service Commission shall not be considered grievances and shall not be subject to the grievance procedure herein. Oral and written reprimands, however, may be grieved under the grievance procedures set forth in Section 10.04. Grievances as herein defined shall be processed in accordance with the procedure set forth in Section 10.04 below. If an employee or the Association claims that a past practice is the basis for a grievance or asserts in a grievance that the City has violated a past practice, then the employee or the Association, as appropriate, will be required to identify the past practice and the factual basis for the claim that the past practice exists and is binding on the City.

**10.02** Any employee may process a grievance as outlined in this Article and shall have the right to representation by the Association in conferences with the City. The employee and the Association shall receive copies of the written decisions issued by the City at each step of the procedure.

The Association shall have the right to be present at Step 2 and all steps from thereon in, in the procedure. Association grievances shall begin at Step 3 rather than Step 1.

**10.03** Arbitration decisions on grievances on a particular subject will be considered as a precedent and binding on both parties and shall be precedent in the resolution of future grievances involving substantially similar factual situations.

**10.04** All time limitations in this grievance procedure shall exclude Saturdays, Sundays and holidays and may be extended by mutual agreement of the City and the Association. In the event the City does not respond within the time limits set forth, the Association may appeal the grievance to the next step.

Step 1. An employee with or without a representative of the Association, who has a grievance, shall orally present his/her grievance to the Shift Commander's authorized representative within ten (10) days of the occurrence of the alleged grievance. The Commander shall respond to the employee within six (6) days of the oral grievance.

  
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- Step 2. If the oral grievance presentation fails to resolve the grievance, the employee and/or his/her authorized Association representative may, within five (5) days of the receipt of the oral report, submit a written grievance report to his/her Shift Commander or his/her authorized representative. Within five (5) days of receipt of such a grievance report, the Commander shall furnish the employee with a written reply to the grievance.
- Step 3. The grievance shall be considered resolved unless within five (5) days of the receipt of the response at Step 2, the employee and/or his/her authorized Association representative submits a written appeal to the Police Chief or his/her authorized representative through the Shift Commander. The Chief or his/her authorized representative shall respond in writing to the grievant within five (5) days of the receipt of the grievance.
- Step 4. The grievance shall be considered resolved unless within five (5) days of the receipt of the response at Step 3, the employee and/or his/her authorized representative submits a written appeal to the City Manager. The City Manager shall hold a hearing within five (5) days of the receipt of the appeal. The employee, the Association and the Chief shall have the right to be present and to set forth information to assist the City Manager in reaching a decision on the grievance. Said decision shall be issued within five (5) days following the completion of the hearing.
- If the City's decision in Step 4 is not appealed by the Association to arbitration in writing within twenty (20) days of the Step 4 meeting, that particular grievance shall be considered settled on the basis of such decision, and shall not be eligible for further appeal.
- Step 5.
1. Any grievance that has been processed in accordance with provisions of this Section of this contract, but not satisfactorily settled shall, upon proper appeal, be submitted to arbitration before an impartial arbitrator to be selected by mutual agreement of the parties. If, at any time within twenty (20) days (or longer period if mutually agreed upon) after receipt of such written appeal, the parties are unable to agree upon an arbitrator, the Iowa Public Employment Relations Board shall be requested to submit the names of five (5) disinterested persons qualified and willing to act as impartial arbitrators. From such list, the City and the Association shall each alternatively strike one (1) name until four (4) names have been eliminated and the person whose name remains on the list shall be selected to act as the impartial arbitrator. A coin toss shall determine who shall strike the first name. In order to be considered timely, a hearing regarding a grievance which is appealed to arbitration must be scheduled no later than 60 days from the date the grievance was appealed to arbitration. This timeline may be extended by mutual agreement.
  2. The arbitrator shall submit his/her decision, in writing within thirty (30) days after the conclusion of the hearing or hearings, as the case may be, and the decision of the arbitrator so rendered shall be final and binding upon the employee involved and upon the parties to this contract. Where a dispute relates to the scale of wages or benefits in any way, any decision rendered shall not be retroactive more than twenty-four (24) days beyond the date on which the dispute was first presented as a

grievance in writing. The fees of the arbitrator and expense of arbitration shall be borne in equal shares by the City and Association. Each party shall be responsible for expenses they incur in the presentation of their case.

The arbitrator shall neither add to nor detract from nor modify the language of this Agreement in arriving at a determination of any issue that is presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to change wage rates or salaries. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion, which are not directly essential in reaching the determination of issue submitted for decision.

No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the effective date of this Agreement, and no arbitration determination or award shall be made by an arbitrator which grants any right or relief for any period of time whatsoever prior to the effective date of this Agreement or following the termination of this Agreement. The above shall not apply to arbitration in process at the termination of this Agreement.

## ARTICLE XI

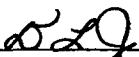
### **AUTHORIZED LEAVE**

**11.01 Vacation:** All employees shall be entitled to leaves of absence with full pay for vacation periods. In the event that full vacation leave is not taken, unused vacation leave not to exceed six (6) working days may be carried over from one (1) calendar year to the next.

In the event that an employee is required to forego his/her scheduled vacation for the convenience of the City and his/her vacation period cannot be conveniently rescheduled within that calendar year, the employee so affected shall be authorized to carry over his/her vacation period from one (1) calendar year to the next with the written approval of the City Manager.

- a. Accrual: Employees shall be granted vacation periods in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Weeks Allowed</u>
After one year and for each year thereafter, up to and including the sixth year	Two Weeks
After seven years and for each year thereafter, up to and including the 11 <sup>th</sup> year	Three Weeks
After twelve years and for each year thereafter, up to and including the 19 <sup>th</sup> year	Four Weeks
After the 20 <sup>th</sup> year and for each year thereafter	Five Weeks

  
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- b. Grant: Vacation periods are to be granted and scheduled by the Police Chief taking into consideration the departmental work unit, workload, the employee's requests and seniority.

The Police Chief will cause to be posted for each work unit a form denoting the dates available for employee vacations, any departmental restrictions regarding those dates, a list of employees in the work unit in order of seniority based upon their last date of hire, and the date by which employees must have denoted their choice for vacation period.

Each employee in order of seniority shall denote his/her choice of vacation periods by filling in the appropriate blank and then cross his/her name off the top of the seniority list. The next ranking employee by seniority shall do likewise until all have denoted their choice. All employees must have made their choice by the date indicated or forfeit their seniority rights for the purpose of choosing vacation periods.

The Police Chief shall remove these forms on the date indicated, check these lists for compliance with the seniority rights and departmental restrictions and post by April 15, the vacation schedule for the upcoming vacation period for each work unit.

- c. A legally designated holiday that falls during an employee's vacation shall not be charged against the employee's vacation.
- d. An employee who leaves the employment of the City in good standing and after giving two weeks notice of such termination of employment shall be compensated for vacation leave earned and accrued to the date of separation. An employee who is discharged for cause shall be entitled to the amount of annual vacation leave earned at the time of their discharge.
- e. All earned and accrued vacation leave shall be paid to an employee granted military leave.

**11.02 Holidays:** The following calendar days of the year shall be considered to be holidays within the context of this agreement:

- |      |   |   |
|------|---|---|
| (1)  | New Year's Day  | January First   |
| (1a) | New Year's Eve (3rd Shift Employees)                            | December 31   |
| (2)  | Dr. Martin Luther King, Jr.'s Birthday                          | Third Monday in January                                 |
| (3)  | Memorial Day  | Last Monday in May                                      |
| (4)  | Independence Day  | July 4  |
| (5)  | Labor Day   | First Monday in September                               |
| (6)  | Veteran's Day   | November 11   |
| (7)  | Thanksgiving Day  | Fourth Thursday in November                             |
| (7a) | Thanksgiving Eve (3rd Shift Employees)                          | Fourth Wednesday in November                            |
| (8)  | Christmas Eve   | December 24   |
| (9)  | Christmas Day   | December 25   |
| (10) | Employee's Birthday   | Said date or other date approved by the Shift Commander |
| (11) | Floating Holiday  | As described in c. below                                |
| (12) | Floating Holiday  | As described in c. below                                |
| (13) | Any specially designated holiday given to other City Employees. |   |

- a. Eligibility: All employees shall be eligible for paid holidays.

  
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b. Application: In lieu of paid holidays, employees in the bargaining unit shall be granted a corresponding number of working days annual leave to be credited to them if they actually work on a holiday or if a holiday falls on an employee's day off. Persons who are on leave of absence without pay are not entitled to holiday pay or credit for such pay.

c. Floating Holiday Procedure:

- (1) Employee requests for scheduling a floating holiday shall be filed with the Shift Commander at least twenty-four (24) hours prior to the date requested. The employee shall be promptly notified prior to commencement of that floating holiday as to whether the request will be allowed.

Authorization of said requests shall be subject to the staffing requirements and efficient operation of the employer. Reasonable efforts shall be made to grant an employee's request.

- (2) In instances, when due to limitation on numbers of employees authorized to take a floating holiday, the senior employee shall have preference.
- (3) The time limit for filing of employee requests may be waived by the employer, if in its sole judgment such may be done within the staffing requirements of the employer.
- (4) In the initial year of employment, floating holidays shall be prorated based upon the date of employment. Employees hired on or after January 1 but prior to July 1 of the applicable contract year shall be authorized two (2) floating holidays which shall be taken within the period beginning with their date of hire and ending December 31. Employees hired on or after July 1 but prior to January 1 of the applicable contract year shall be authorized one (1) floating holiday which shall be taken within the period beginning with their date of hire and ending December 31. After their initial year of employment, each employee shall be authorized two (2) floating holidays which shall be taken within the calendar year.

d. For purposes of this Section (d) only, a calendar year means January 2 to January 2. Each employee shall receive a minimum of one (1) from each of the following groups of holidays off on the day of the holiday or per schedule arrangement with Shift Commander:

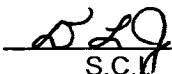
(1) First Holiday Group:


- (a) New Year's, Thanksgiving or Christmas (for 1st and 2nd Shift Officers).
- (b) New Year's Eve, Thanksgiving Eve or Christmas Eve (for 3rd Shift Officers).

(2) Memorial Day, Independence Day or Labor Day.

(3) Employee's Birthday.

(4) Floating Holiday (per procedures).

  
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In the event an employee does not receive at least one holiday off from each of the foregoing groups of holidays in any calendar year, other than when worked at the request of the employee or as a result of a trade, the employees shall be compensated at two and one half times their base rate of pay for such holiday worked.

**11.03 Military Leave:** Military leave shall be granted by the City Manager or the Council as the case may be, in accordance with the provisions of the Code of Iowa, Section 29A.28 which is as follows:

"All officers and employees of the state, or a subdivision thereof, or a municipality other than employees employed temporarily for six months or less, who are members of the national guard, organized reserves or any component part of the military, naval or air forces or nurses corps of this state or nation, or who are or may be otherwise inducted into the military service of this state or of the United States, shall, when ordered by proper authority to active state or federal service, be entitled to a leave of absence from such civil employment for the period of such active state or federal service, without loss of status or efficiency rating, and without loss of pay during the first 30 days of such leave of absence. The proper appointing authority may make a temporary appointment to fill any vacancy created by such leave of absence."

**11.04 Jury Leave:** Those employees drawn for federal, district or associate district court, petit or grand jury service, shall continue to receive their regular pay while engaged in such service. However, any fees received by said employees for jury service on City time shall be turned into and given to the City.

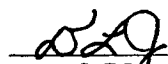
**11.05 Leave Without Pay:** Leave of absence without pay for employees may be granted to them by the City Manager upon the recommendation of the Police Chief but such leaves shall be limited to periods not exceeding thirty (30) calendar days, except leaves for attending an accredited college or university may be granted for a semester at a time. Requests for renewal of 30-day leave periods shall not be unreasonably denied. However, employees who have received or intend to receive military leave in the same calendar year shall not be granted leave without pay. This exception shall not apply to employees ordered to long terms of duty in times of national emergency.

- a. **Certification:** No leave of absence shall be granted except upon written request of the employees. Whenever granted, such leave shall be in writing and signed by the City Manager and a copy of the leave, so approved, filed with the Human Resources Manager.
- b. **Reinstatement:** Upon expiration of approved leaves, the employee shall be reinstated in the position he/she held at the time such leave was granted. Failure of the employee to report promptly shall be cause for discipline.

**11.06 Absence Without Leave:** Any absence of any employee from duty, including any absence for a single day or part of a day, that is not requested and authorized by a specific grant of leave under provisions of stated leave policy, shall be grounds for disciplinary action.

**11.07 Injury Leave:** Injury leave shall be granted pursuant to the provision of Chapter 411 of the Iowa Code, as amended. No provisions or interpretations of Chapter 411 shall be grievable under the terms of this Agreement.

**11.08 Funeral Leave:** Twenty-four (24) hours, leave of absence with pay will be granted as funeral leave to an employee for the purpose of attending the funeral of a member of the employee's

  
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family or a member of the family of the employee's spouse. Such funeral leave shall be deducted from the employee's accumulated sick leave or annual vacation leave.

Family is defined as the employee's or the employee's spouse's mother, father, sister, brother, spouse, son, daughter, stepparents, half-brother, half-sister, or step-children, grandparents and grandchildren.

Upon approval of the Police Chief, an employee may be granted additional sick leave due to a death of a member of the employee's immediate family, as defined above.

**11.09 Sick Leave:** Each employee shall be granted sick leave with pay to be used only with the approval of the Police Chief concerned for absence due to illness, quarantines or injury, of the police officer or of the police officer's mother, father, spouse, son, daughter, step-parents, and step-children. Requests to use sick leave shall not be arbitrarily denied.

In the event there is someone else living in the police officer's household who is dependent on the police officer for support, that person shall be considered part of the family of the police officer when granting sick leave if dependent status is documented by any relevant state or federal laws or regulations, or by a method satisfactory to the Police Chief.

In addition, upon the approval of the Police Chief, an employee may be granted the use of earned vacation or compensatory time for absences due to documented medical emergency of the employee's sister, brother, half-sister, half-brother, grandparents, or grandchildren. Requests to use vacation or compensatory time shall not be arbitrarily denied.

- a. Accrual: For each completed biweekly period of service, all employees shall accrue 4.62 hours of sick leave with pay per pay period. Such leave is earned as long as an employee is not on a leave without pay basis.


Sick leave shall accrue during the period of sick leave with pay.


- b. Charge: Paid sick leave shall be charged on an as used basis.

Requests for sick leave shall be made in accordance with rules and regulations established by the department; however, in any event the request for sick leave shall be made no later than the time the employee is regularly scheduled to report for duty unless the employee is unable to file said request because of an emergency.

- c. Certification: No employee shall receive compensation by reason of sick leave benefits until the Police Chief has certified the cause of the absence for which sick leave benefits are requested; provided, the City Manager hereby is authorized to adopt rules and regulations concerning the method of recording the cause of absence, verification thereof, and the method of reporting and recording sick leave by the various departments.

Employees claiming sick leave over two days may be required by the Police Chief to file a certificate signed by a physician, which states the extent and nature of the sickness or injury and states that the employee was incapacitated for work for the period of his/her absence. The statement is also to indicate that the employee is physically able to resume his/her work duties. If the Police Chief suspects that an employee may be abusing sick leave, the employee will be required to report to a physician designated by the City to secure a certificate for any absence under this provision. The City will pay the cost of this examination unless during the last 12 months the Officer has been put

  
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on notice, by the Police Chief, of his/her suspected abuse. If he/she has been advised of his/her suspected abuse, the Officer shall pay the cost of the examination.

- d. Accumulation: Unused sick leave shall be cumulative without limit and may be used at any time as earned for absence due to any of the causes set forth.
- e. Compensation For Unused Leave: Police Officers shall be compensated for unused sick leave within the fiscal year on the following basis:

July 1, 2003 - June 30, 2005

0 - 8 hours used	\$325
9 - 16 hours used	\$250
17 - 24 hours used	\$175

July 1, 2005 - June 30, 2007

0 - 8 hours used	\$375
9 - 16 hours used	\$300
17 - 24 hours used	\$225

This additional compensation for unused sick leave shall be paid on or before the 15th day of August and shall be a separate check from the normal paycheck. For purposes of this subsection, sick leave deducted for purposes of funeral leave shall not be counted against the employee.

## ARTICLE XII

### SENIORITY

- 12.01** Seniority shall be determined by the employee's length of service as a police officer in the Department. Time spent in the armed forces on military leaves of absence, and other authorized leaves and time lost because of duty-connected disabilities shall be included.
- 12.02** A seniority list updated annually showing the names, length of service dates, and departmental assignments and rank shall be maintained for inspection by members.
- 12.03** An employee shall forfeit his/her seniority rights only for the following reasons:
  - a. He/she resigns.
  - b. He/she is dismissed and is not reinstated.
  - c. He/she retires on regular service retirement.
- 12.04** Changes in shift or watch assignments shall be requested in accordance with the following procedures:
  - a. Requests for transfers of shift or watch based on seniority shall be confined to the rank of Police Officer in the three (3) Uniform Shifts and the Traffic Division.

- b. Requests for transfer of shift or watch by Police Officers will be accepted in the office of the Police Chief twice each year and transfers will be made effective April 1st and October 1st.
- c. Requests shall be granted on the basis of seniority as defined in Section 12.01.
- d. Requests for change of shift or watch will be accepted for the shift or watch or division requested only, and not for any particular hours of duty within any shift or watch or division.
- e. Police Officers serving one (1) year probationary period will not be included in any shift or watch bidding.
- f. When necessary, transfers will be made without regard to seniority. This would include departmental emergencies, strikes, disasters, injuries, sickness, vacations, special assignments, or where a transfer is in the best interest of the Police Department. Temporary transfers for in-service training within various divisions of the department may also be made on this basis.
- g. If transfers are necessary at times other than April 1st or October 1st, bidding procedure may or may not be used.

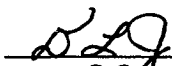
**12.05** Except as provided for in Section 12.04 above and as excluded herein, vacancies in job assignments may be filled in accordance with the following procedure: (This procedure is not to be utilized for purposes of bumping).

- a. Requests for transfer to fill vacant job assignments for the rank of Sergeant in the Uniform and Traffic Division shall be filed with the Police Chief. Assignment for said vacancies shall be made by the Chief based on qualification and training. When in the judgment of the Police Chief the above factors are equal, the most senior employee shall be given the assignment for a 60-day trial period. If, during the trial period in the judgment of the Chief the employee's work performance is not acceptable, he may reassign the employee. The Chief may then assign the next senior employee from those who requested the transfer and were considered equally qualified and trained.
- b. For positions in the Detective Bureau, Identification Division, Youth Division, Training Division, Research and Development, School Liaison and other specialized divisions or assignments which may be created, the Police Chief shall have the right to assign and reassign employees based on the needs of the department.

### ARTICLE XIII

#### UNIFORM AND CLOTHING PROVISIONS

**13.01** Uniformed employees shall receive a yearly uniform allowance of \$850.00 (\$425 allowance plus \$425 cash) for the replacement and maintenance of uniform clothing required by the department and for the payment of membership dues for a physical fitness organization. Clothing purchased shall be charged to the City with the requisition checked in with the Police Chief or his/her designated representative prior to purchase. The \$425 cash payment shall be payable on or before the 15th of July. The cash payment shall be a separate check from the normal payroll.

  
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- a. Employees who apply for a pension during the period beginning April 1 and ending June 30 shall not receive an allowance under Section 13.01 or Section 13.02 on the following July 15, unless their application for a pension is rejected.
- b. Employees who are on Injury Leave (Section 11.07) or on Sick Leave (Section 11.09) on July 1 shall receive an allowance under Section 13.01 or Section 13.02 on July 15 of the following contract year under these terms:
  - 1. The employee returns to active duty on or before September 30 of the current contract year – 100%.
  - 2. The employee returns to active duty on or before December 31 of the current contract year – 75%.
  - 3. The employee returns to active duty on or before March 31 of the current contract year – 50%.
  - 4. The employee returns to active duty on or before June 30 of the current contract year – 0%.
- c. Employees in their initial year of employment with the City will receive an allowance under Section 13.01 upon certification by the Iowa Law Enforcement Academy under these terms:
  - 1. The employee is hired between July 1 and September 30 – 100%.
  - 2. The employee is hired between October 1 and December 31 – 75%.
  - 3. The employee is hired between January 1 and March 31 – 50%.
  - 4. The employee is hired between April 1 and June 30 – 0%.

**13.02** Plain-clothed employees shall receive \$850 allowance in cash on or before the 15th day of July. The cash payment shall be a separate check from the normal payroll.

**13.03** The City shall replace, at replacement cost, outside of the uniform allowance, any uniform or other clothing damaged or destroyed in the line of duty. This shall include glasses, wristwatches and wristwatch bands. Replacement costs for watches shall be limited to actual value but not to exceed \$100.00.

**13.04** Mandatory uniform changes required by the City shall be paid for by the City.

**13.05** The Association agrees to dismiss with prejudice the lawsuit filed by it regarding the arbitration award.

The City and Association agree that Sections 13.01 through 13.05 will remain a part of the successor collective bargaining agreement as set out in this agreement, or as set out in the current contract.

  
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## ARTICLE XIV

### **BULLETIN BOARD**

- 14.01** The City shall provide the employees with bulletin board space for the posting of notices of Association meetings, elections, election returns, appointments to office and Association recreation, business, or social affairs.
- 14.02** Prior to any posting, all notices must be authorized by the President or other officer of the Association and copies shall be submitted to the Police Chief or his/her designated representative prior to posting.
- 14.03** The City will allow for distribution of Association notices.

## ARTICLE XV

### **PAYROLL DEDUCTIONS**

- 15.01** **Dues Checkoff and Indemnification**: Upon receipt of a lawfully executed written authorization from an employee which may be revoked by the employee in writing at any time, the City agrees to deduct the regular Association dues of such employee from his/her last paycheck of each month and remit such deduction within ten (10) days to the official designated by the Association in writing to receive such deductions. The Association will notify the City in writing of the exact amount of such regular membership dues to be deducted.
- 15.02** The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of Section 15.01 of this Article.
- 15.03** Eligible employees may authorize deductions from their pay for the following purposes:
- a. U. S. Savings Bonds
  - b. United Way
  - c. Credit Union
  - d. Group Life Insurance to an Approved Company
  - e. Deferred Compensation

## ARTICLE XVI

### **PHYSICAL EXAMINATION**

- 16.01** The Police Chief shall schedule physical examinations for 20 percent of all Police Officers each year. These physical examinations shall consist of an EKG, chest X-ray, heart stress and such other examinations as may be prescribed by the physicians designated by the City. The cost of these physical examinations shall be at the expense of the City. Procedures for scheduling physical exams will be discussed with the Union prior to implementation.

  
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## ARTICLE XVII

### **NONDISCRIMINATION**

- 17.01** The City and the Association will not discriminate against any employee covered by this Agreement with respect to wages, hours or any terms or conditions of employment by reason of race, creed, color, national origin, age, sex, marital status, Association membership or refusal of Association membership, except as such conditions may constitute bona fide occupational or assignment qualifications.
- 17.02** The City and the Association further agree not to discriminate against individuals for exercising rights granted under Chapter 20 of the Code of Iowa.

## ARTICLE XVIII

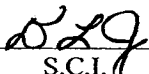
### **SAVINGS CLAUSE**

- 18.01** Should any term or provision of this Contract be in conflict with any State or Federal statute or other applicable law or regulation binding upon the City, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Contract will continue in full force and effect.
- 18.02** If any article or section of this Agreement or any addendums thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected thereby and this Agreement and addendums shall remain in full force and effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

## ARTICLE XIX

### **DURATION OF AGREEMENT**

- 19.01** **Term:** This Agreement and any written amendment made and annexed hereto shall become effective on July 1, 2003, and shall continue in full force and effect until midnight, June 30, 2007, and unless written notice is given between August 1, 2006, and September 1, 2006, by either party requesting a change or termination of the same and the party requesting a change or termination shall, no later than September 10, 2006, serve upon the other party clear and specific demands relating to changes requested. Negotiations on impasse procedures shall commence no later than September 15, 2006.
- 19.02** **Automatic Extension:** In the event notice is not given as set forth in 19.01 above, then this Agreement shall automatically continue in effect from year to year until such notice is given.
- 19.03** **Re-Opener:** If either state or federal legislation relating to participation in a plan of national, state, or regional health care is passed prior to the expiration of this Agreement, and if such legislation would affect the insurance benefits provided under the terms of this Agreement, then the parties agree that they will re-open negotiations with regard to Section 8.01 "Hospital-Medical/Surgical and Dental Insurance" and Appendix A "Salary Schedule."

  
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## ARTICLE XX

### MAINTENANCE OF STANDARDS

**20.01** Except to the extent explicitly modified or governed by the terms of this Contract, level of benefits in the following areas in effect at the execution of this Agreement shall be maintained at their present level during the term of this Agreement:

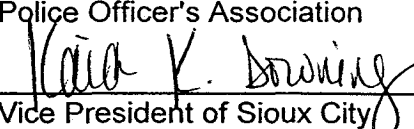
- a. Wages;
- b. hours;
- c. vacations;
- d. insurance;
- e. holidays;
- f. leaves of absence;
- g. shift differentials;
- h. overtime compensation;
- i. supplemental pay;
- j. seniority;
- k. transfer procedures;
- l. job classifications;
- m. health and safety matters;
- n. evaluation procedures;
- o. procedures for staff reduction; and
- p. in-service training.

CITY OF SIOUX CITY

SIOUX CITY POLICE OFFICER'S  
ASSOCIATION

  
\_\_\_\_\_  
City Manager


  
\_\_\_\_\_  
President of Sioux City  
Police Officer's Association

  
\_\_\_\_\_  
Vice President of Sioux City  
Police Officer's Association

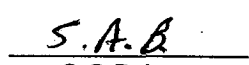
ATTEST:

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Member, Bargaining Committee

  
\_\_\_\_\_  
Member, Bargaining Committee

  
\_\_\_\_\_  
S.C.U.

  
\_\_\_\_\_  
S.C.P.A.

**APPENDIX A  
POLICE SALARY SCHEDULE**

**EFFECTIVE JUNE 28, 2003**

<u>CLASS CODE</u>	<u>CLASS TITLE</u>	<u>PAY RANGE</u>	<u>0-12 MONTHS</u>	<u>13-36 MONTHS</u>	<u>37 - 96 MOS. &amp; OVER</u>	<u>MASTER POLICE OFFICER</u>		
5015	Police Officer	P 01	16.4155 1313.24 34144.24	19.7001 1576.01 40976.21	20.6416 1651.33 42934.53	21.6734 1733.87 45080.67	Hourly Biwkly Annual	
		0.25%	42.68	51.22	53.67	56.35	Deferred Comp	
			<u>STEP ONE</u>	<u>STEP TWO</u>	<u>STEP THREE</u>	<u>STEP FOUR</u>	<u>STEP FIVE</u>	
5016	Sergeant	P 02	23.9890 1919.12 49897.12	24.5342 1962.74 51031.14	24.8206 1985.65 51626.85	25.1340 2010.72 52278.72	25.6247 2049.98 53299.38	Hourly Biwkly Annual
		0.25%	62.37	63.79	64.53	65.35	66.62	Deferred Comp

As of July 1, 2003, the City will institute a \$1/\$1 match for deferred comp. up to 0.25% of employee's base salary.  
The deferred comp. match is for the period 6/28/03-12/26/03.

**EFFECTIVE DECEMBER 27, 2003**

<u>CLASS CODE</u>	<u>CLASS TITLE</u>	<u>PAY RANGE</u>	<u>0-12 MONTHS</u>	<u>13-36 MONTHS</u>	<u>37 - 96 MOS. &amp; OVER</u>	<u>MASTER POLICE OFFICER</u>		
5015	Police Officer	P 01	16.7848	20.1434	21.1060	22.1611	Hourly	
			1342.79	1611.47	1688.48	1772.88	Biwkly	
			34912.49	41898.17	43900.55	46094.99	Annual	
		0.25%	43.64	52.37	54.88	57.62	Deferred Comp	
			<u>STEP ONE</u>	<u>STEP TWO</u>	<u>STEP THREE</u>	<u>STEP FOUR</u>	<u>STEP FIVE</u>	
5016	Sergeant	P 02	24.5288	25.0862	25.3791	25.6995	26.2013	Hourly
			1962.30	2006.90	2030.33	2055.96	2096.10	Biwkly
			51019.81	52179.34	52788.45	53454.99	54498.61	Annual
		0.25%	63.77	65.22	65.99	66.82	68.12	Deferred Comp

The deferred comp. match is for 12/27/03-6/25/04.

**EFFECTIVE JUNE 26, 2004**

CLASS CODE	CLASS TITLE	PAY RANGE	0-12 MONTHS	13-36 MONTHS	37 - 96 MOS. & OVER	MASTER POLICE OFFICER		
5015	Police Officer	P 01	17.1625	20.5966	21.5809	22.6597	Hourly	
			1373.00	1647.73	1726.47	1812.77	Biwkly	
			35698.02	42840.88	44888.32	47132.12	Annual	
		0.50%	89.25	107.10	112.22	117.83	Deferred Comp	
			<u>STEP ONE</u>	<u>STEP TWO</u>	<u>STEP THREE</u>	<u>STEP FOUR</u>	<u>STEP FIVE</u>	
5016	Sergeant	P 02	25.0806	25.6507	25.9501	26.2778	26.7908	Hourly
			2006.45	2052.05	2076.01	2102.22	2143.26	Biwkly
			52167.75	53353.37	53976.19	54657.73	55724.83	Annual
		0.50%	130.42	133.38	134.94	136.64	139.31	Deferred Comp

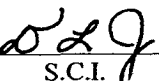
As of July 1, 2004, the City will institute a \$1/\$1 match for deferred comp. up to 0.50% of employee's base salary.  
The deferred comp. match is for the period 6/26/04-12/24/04.

## APPENDIX "B"

The following accessories may be purchased with the clothing allowance:

Flashlights  
Whistles  
Cartridge Cases  
Holsters  
Handcuffs  
Handcuff Carrying Case  
Raincoat  
Identification Nameplate  
S.C.P.D. Initials  
PR 24'S  
Officer Insignia - Stars, Bars, Sergeants' Stripes, Hash Marks  
Sam Brown Belt  
Overshoes  
Nylon Jackets  
Seat Organizers  
Brief Cases  
Trooper Cap  
Black Leather Gloves  
Uniform Citation Holder  
Insulated Coveralls  
Stun Guns  
Body Armor  
Shoes  
Boots  
Guns which meet Department Standards  
Speed Loaders  
ASP  
Ammunition  
Aerosol Chemical Agents  
Such other items authorized by the Chief of Police and mutually agreed upon may be added or deleted.

CONTRACT/Police Union 2003-2007 Final

  
S.C.I.

  
S.C.P.A.

**APPENDIX A  
POLICE SALARY SCHEDULE**

**EFFECTIVE JUNE 24, 2006**

CLASS CODE	CLASS TITLE	PAY RANGE	37 - 96			MASTER		
			0-12 MONTHS	13-36 MONTHS	MOS. & OVER	POLICE OFFICER		
5015	Police Officer	P 01	18.7601	22.5138	23.5897	24.7689	Hourly	
			1500.80	1801.10	1887.18	1981.51	Biwkly	
			39020.91	46828.65	49066.67	51519.34	Annual	
			1.00%	195.10	234.14	245.33	257.60	Deferred Comp
			STEP ONE	STEP TWO	STEP THREE	STEP FOUR	STEP FIVE	
5016	Sergeant	P 02	27.4152	28.0383	28.3656	28.7238	29.2846	Hourly
			2193.22	2243.06	2269.25	2297.90	2342.76	Biwkly
			57023.70	58319.68	59000.48	59745.45	60911.88	Annual
			1.00%	285.12	291.60	295.00	298.73	304.56

As of July 1, 2006, the City will institute a \$1/\$1 match for deferred comp. up to 1.00% of employee's base salary.  
The deferred comp. match is for the period 6/24/06-12/22/06.

**EFFECTIVE DECEMBER 23, 2006**

CLASS CODE	CLASS TITLE	PAY RANGE	37 - 96			MASTER		
			0-12 MONTHS	13-36 MONTHS	MOS. & OVER	POLICE OFFICER		
5015	Police Officer	P 01	19.1822	23.0203	24.1205	25.3262		Hourly
			1534.57	1841.63	1929.64	2026.10		Biwkly
			39898.88	47882.30	50170.67	52678.52		Annual
			1.00%	199.49	239.41	250.85	263.39	Deferred Comp
			<u>STEP ONE</u>	<u>STEP TWO</u>	<u>STEP THREE</u>	<u>STEP FOUR</u>	<u>STEP FIVE</u>	
5016	Sergeant	P 02	28.0321	28.6692	29.0038	29.3701	29.9435	Hourly
			2242.57	2293.53	2320.31	2349.60	2395.48	Biwkly
			58306.73	59631.87	60327.99	61089.72	62282.40	Annual
			1.00%	291.53	298.16	301.64	305.45	311.41

The deferred comp. match is for the period 12/23/06-6/22/07.

**SPECIAL QUALIFICATIONS - ENTRY LEVEL POLICE OFFICER:**

An entry level Police Officer who has been a certified law enforcement officer in the State of Iowa for a minimum of 2 years or possesses a Bachelor's Degree from an accredited college or university will be entitled to start at Step 2 of the Police Officer salary schedule.

**REQUIREMENTS FOR MASTER POLICE OFFICER:**

A Police Officer shall qualify for the pay grade of Master Police Officer by satisfying one of the following criteria:

- a. Possession of a Bachelor's Degree from a recognized college or university and completion of three (3) years of service with the Sioux City Police Department as a Police Officer.  
OR
- b. Satisfactory completion of sixty (60) semester hours college credit with a grade of "C" or better as evidenced by transcript of grades and completion of six (6) years of service with the Sioux City Police Department as a Police Officer.  
OR
- c. Completion of eight (8) years of service with the Sioux City Police Department as a Police Officer.

**REQUIREMENTS FOR POLICE SERGEANT:**

- a. Newly promoted Sergeants will be placed on Step 1 of the Sergeant's pay range, unless they possess a B.S. or B.A. Degree which will qualify them for placement at Step 2 of the pay range.
- b. Sergeants will be eligible for step advancement after each twelve months of service only if the Sergeant has received an overall performance rating of at least satisfactory.

**APPENDIX A  
POLICE SALARY SCHEDULE**

**EFFECTIVE DECEMBER 25, 2004**

<u>CLASS CODE</u>	<u>CLASS TITLE</u>	<u>PAY RANGE</u>	<u>0-12 MONTHS</u>	<u>13-36 MONTHS</u>	<u>37 - 96 MOS. &amp; OVER</u>	<u>MASTER POLICE OFFICER</u>	
5015	Police Officer	P 01	17.5487	21.0600	22.0665	23.1695	Hourly
			1403.89	1684.80	1765.32	1853.56	Biwkly
			36501.22	43804.80	45898.30	48192.60	Annual
		0.50%	91.25	109.51	114.75	120.48	Deferred Comp
			<u>STEP ONE</u>	<u>STEP TWO</u>	<u>STEP THREE</u>	<u>STEP FOUR</u>	<u>STEP FIVE</u>
5016	Sergeant	P 02	25.6450	26.2278	26.5340	26.8690	Hourly
			2051.60	2098.22	2122.72	2149.52	Biwkly
			53341.53	54553.82	55190.66	55887.53	Annual
		0.50%	133.35	136.38	137.98	139.72	Deferred Comp

The deferred comp. match is for the period 12/25/04-6/24/05.

**EFFECTIVE JUNE 25, 2005**

<u>CLASS CODE</u>	<u>CLASS TITLE</u>	<u>PAY RANGE</u>	<u>0-12 MONTHS</u>	<u>13-36 MONTHS</u>	<u>37 - 96 MOS. &amp; OVER</u>	<u>MASTER POLICE OFFICER</u>	
5015	Police Officer	P 01	17.9435	21.5339	22.5630	23.6908	Hourly
			1435.48	1722.71	1805.04	1895.27	Biwkly
			37322.50	44790.41	46931.02	49276.93	Annual
		0.75%	139.96	167.96	175.99	184.79	Deferred Comp
			<u>STEP ONE</u>	<u>STEP TWO</u>	<u>STEP THREE</u>	<u>STEP FOUR</u>	<u>STEP FIVE</u>
5016	Sergeant	P 02	26.2220	26.8179	27.1310	27.4736	Hourly
			2097.76	2145.43	2170.48	2197.88	Biwkly
			54541.71	55781.28	56432.45	57145.00	Annual
		0.75%	204.53	209.18	211.62	214.29	Deferred Comp

As of July 1, 2005, the City will institute a \$1/\$1 match for deferred comp. up to 0.75% of employee's base salary.  
The deferred comp. match is for the period 6/25/05-12/23/05.

**EFFECTIVE DECEMBER 24, 2005**

<u>CLASS CODE</u>	<u>CLASS TITLE</u>	<u>PAY RANGE</u>	<u>0-12 MONTHS</u>	<u>13-36 MONTHS</u>	<u>37 - 96 MOS. &amp; OVER</u>	<u>MASTER POLICE OFFICER</u>	
5015	Police Officer	P 01	18.3472	22.0184	23.0707	24.2239	Hourly
			1467.78	1761.47	1845.65	1937.91	Biwkly
			38162.26	45798.19	47986.96	50385.66	Annual
		0.75%	143.11	171.74	179.95	188.95	Deferred Comp
			<u>STEP ONE</u>	<u>STEP TWO</u>	<u>STEP THREE</u>	<u>STEP FOUR</u>	<u>STEP FIVE</u>
5016	Sergeant	P 02	26.8120	27.4213	27.7414	28.0917	Hourly
			2144.96	2193.71	2219.31	2247.34	Biwkly
			55768.90	57036.36	57702.18	58430.76	Annual
		0.75%	209.13	213.89	216.38	219.12	Deferred Comp

The deferred comp. match is for the period 12/24/05-6/23/06.